

1 small dollar value and innocuous type of rights license and distinct from a brand
2 partnership or brand affiliation license), and only to the Exhibit A Image.

3 92. Alcon does not yet know all of what actually happened internally at
4 WBDI, or in WBDI communications with Musk and Tesla, as to why none of them
5 ever contacted Alcon about the larger brand affiliation proposal that was really
6 effectively at issue. Alcon is unlikely to know without litigation discovery.

7 However, Alcon does know at least the following three things: a) the magnitude
8 and nature of the cybercab event, and the contemplated BR2049 use in it, meant
9 that the issue was well beyond a mere “clip license,” but rather involved a more
10 substantive brand affiliation, requiring significant business discussions with Alcon
11 to proceed; b) none of the Defendants or anyone acting on their behalfs ever made
12 any contact with any Alcon representative about the cybercab event prior to the
13 actual day of the event, not even for a “clip license”; and c) none of them ever
14 made any larger brand affiliation outreach to Alcon at all, even on the day of the
15 event. Instead, Alcon learned about Defendants’ interest in BR2049 on the day of
16 the event, only six hours prior to the event’s scheduled commencement, as follows:

17 93. Shortly after 12:00 p.m. PDT (noon) on October 10, 2024, the day of
18 the event, a WBDI shared services clip licensing executive based in Burbank and
19 engaged in the WBDI-Tesla-Musk BR2049 rights clearance process realized that
20 WBDI’s shared services licensing personnel could not ever clear the proposed
21 BR2049 cybercab event affiliation without reaching out to Alcon and/or Alcon’s
22 international distribution partner, including because the event required global
23 rights, not only domestic, since the event would be livestreamed globally. On
24 information and belief, the WBDI shared services clip licensing executive
25 communicated the problem directly or indirectly to WBDI executives and to
26 Tesla’s Adametz or Lili, informing them that either Alcon and/or Alcon’s
27 international distribution partner would have to grant permissions,
28 or the BR2049 affiliation could not occur, since international rights were involved.

1 94. The WBDI shared services clip licensing executive then sent an email
2 “heads up” to their counterpart at Alcon’s international distribution partner that
3 they might be getting an emergency rush basis BR2049 rights permission request
4 for “a Tesla even[t] happening today on our lot (sorry).” The shared services
5 licensing executive at Alcon’s international distribution partner communicated that
6 they would be unable to help without Alcon’s direct involvement, resulting in
7 contact finally being made with Alcon for the first time (just several hours before
8 the event’s scheduled commencement), by looping in an Alcon legal and business
9 affairs executive into a portion of the clearance communication chain.

10 95. In a resulting combination of telephonic and email communications
11 among a) Alcon’s legal department and b) the above-referenced two shared
12 services clip licensing executives at WBDI and Alcon’s international distribution
13 partner, Alcon sought further information about the proposed BR2049 rights
14 actually being requested. Although the information given was sparse, Alcon
15 learned enough information for Alcon’s co-CEOs to consider the proposal and
16 firmly reject it, which they did.

17 96. By no later than about 2:00 p.m. PDT on October 10, 2024, by a
18 combination of emails and telephone communications, Alcon’s legal and business
19 affairs executive communicated back to the WBDI shared services clip licensing
20 executive and the international distributor shared services clip licensing executive
21 that: a) Alcon refused all permissions for the October 10, 2024 WBDI-Tesla event;
22 b) Alcon was adamant that under no circumstances should there be any BR2049
23 affiliation, or any other Alcon affiliation, express or implied, with Tesla, X, Musk
24 or any Musk-owned company in the course of the October 10, 2024 event, or ever
25 (including a requirement to note Alcon’s position and directions in Warner Bros.
26 Pictures and WBDI databases); and c) the two shared services clip licensing
27 executives were to please relay both of these a) and b) messages back to WBDI,
28 Tesla and X, including so that there would be no mistakes in the conduct of the

1 event. Both of the shared services clip licensing executives reported back to Alcon
2 that they had communicated both messages as requested. Alcon is informed and
3 believes and thereon alleges that in fact they did. However, Alcon is further
4 informed and believes that the issue was then raised to a very high level within the
5 WBDI organization, essentially to the effect that Musk and Tesla were not getting
6 something that they want, and WBDI either effectively blessed Musk and Tesla to
7 incorporate BR2049 in the event anyway, and/or failed to take meaningful action to
8 stop them, although such action was available.

9 97. Alcon is thus informed and believes and thereon alleges that by no
10 later than about 2:00 p.m. PDT on October 10, 2024, WBDI, Tesla and X all knew
11 and understood that Alcon had not only refused any permissions to use any
12 BR2049 copyrighted elements in connection with the WBDI-Tesla event, but
13 Alcon had also expressly and clearly objected to any express or implied BR2049
14 affiliation with the event, or with Tesla, Tesla's cybercab, Musk, or X. However,
15 Alcon is also informed and believes and thereon alleges, subject to the need for
16 discovery, that by the issue being raised to the high level within WBDI and WBDI
17 either blessing Musk and Tesla to do it or not stopping them, Musk felt empowered
18 to do it anyway.

19 98. Musk was personally doing the event presentation and would have to
20 know what he was presenting and the parameters. Based on that reality and all the
21 circumstances known to Alcon so far, Alcon is informed and believes, and on that
22 basis and subject to the need for discovery, makes the allegations of this paragraph
23 98: At some point between about 2:00 p.m. PDT and the approximately 8:00 p.m.
24 PDT actual start time of the event on October 10, 2024, Musk personally became
25 aware of Alcon's permission denials and express objections (likely directly or
26 indirectly through Adametz or Lili). He thus personally knew and understood that
27 to incorporate BR2049 into the event presentation at all would be improper and an
28 unauthorized misappropriation of BR2049 goodwill. He did it anyway.

***Defendants' October 10, 2024 Intentional Copyright Infringement
and Brand Misappropriation***

99. The event was scheduled to begin at 7:00 p.m. PDT on October 10, 2024, but did not actually begin until about 8:00 p.m. PDT. In a brief introduction of a minute or less, a Tesla representative named “Franz” took the stage. Franz’s only substantive remark was to note that the presentation was being made from the Warner Bros. lot, the home of many science fiction films that show visions of the future (a clumsily transparent excuse to attach Tesla and the cybercab to Hollywood brands). Franz then quickly segued to saying that the event would involve Tesla showing a vision of the future, and who better than Musk to do it. The livestream then shifted to a combination of aerial shots and ground cameras showing a cybercab arriving at an on-lot theater, some distance away from the presentation stage building. Musk emerged from the theater and entered the cybercab after silently waving to a small crowd.

100. The livestream tracked the Musk-bearing cybercab from various camera vantage points as it autonomously slowly rolled him to the presentation stage building at another part of the lot. Musk exited and took the event stage. He spent about another minute on welcoming remarks and explaining that there were 20 cybercabs and another 30 fully autonomous and driverless Tesla Model Ys at the event that attendees would be able to take a ride in.

101. Then to commence the actual presentation, Musk said: “So you see a lot of sci-fi movies where the future is dark and dismal, where it’s not a future you want to be in.” As he said this, the event’s global livestream feed changed to a full screen display of a presentation slide with an image of the Earth from space at sunrise, with the words “What Kind of World Do We Want to Live In?” This first slide stayed on the full-screen livestream feed for less than two seconds.

102. Then, the livestream full screen display shifted to Musk’s second slide, which the livestream displayed for about 11 seconds. The second slide is an

1 image that looks (on a first initial visual read) like a motion picture still photo
2 (although it isn't) of a male figure seen from behind, with close-cropped hair,
3 wearing a trench coat or duster, standing in almost full silhouette as he surveys the
4 abandoned ruins of a city, all bathed in misty orange light. In the upper left corner
5 the words "Not This" appear superimposed on part of the orange sky. Exhibit C is
6 a screenshot of this second slide image from Musk's presentation ("Presentation
7 Slide 2 Image").

8 103. The Presentation Slide 2 Image (Exhibit C) was clearly intended to
9 read visually either as an actual still image from BR2049's iconic sequence of K
10 exploring the ruined Las Vegas, or as a minimally stylized copy of or illustration of
11 such a still image, or otherwise as an illustration of a scene from BR2049 and
12 specifically its Las Vegas Sequence. It does in fact objectively read like one or all
13 of these. From Alcon's examination, it seems likely to have been generated by: a)
14 copying the Exhibit A Image and the Exhibit B Images (or similar images from the
15 Picture's Las Vegas sequence), or even possibly the full BR2049 motion picture
16 work (or qualitatively significant portions thereof) in audiovisual form, into an AI
17 image generator, and b) then asking an AI image generation engine to make "an
18 image from the K surveying ruined Las Vegas sequence of 'Blade Runner 2049,'" or
19 some closely equivalent input direction. On information and belief, and subject
20 to the need for discovery, Alcon alleges that in fact this, or something closely akin
21 to it, is how the Presentation Slide 2 Image (Exhibit C) was generated, and for the
22 bad faith intentional purpose of affiliating BR2049 and its goodwill with Tesla's
23 cybercab, over Alcon's denial of permission and express objections. ("Exhibit C
24 AI Image Generation Alternative Theory 1".)

25 104. Alcon pleads the following alternative facts, on information and belief
26 and subject to the need for discovery, and subject to alternative pleading rules: The
27 Presentation Slide 2 Image was generated by Defendants or one of them first
28 selecting or otherwise obtaining what Defendants claim is an (unidentified)

1 “licensed image” as a background and then directing an AI image generator to add
2 “Elon Musk in a duster in the foreground,” or similar direction. On the same basis,
3 Alcon further alleges that the unidentified “licensed image” was itself created in
4 essentially the same way as described in Exhibit C AI Image Generation
5 Alternative Theory 1 (and that thus the underlying “licensed image” was itself
6 created by infringing Alcon’s copyright in BR2049). All on the same basis, Alcon
7 alleges that Defendants generated Exhibit C in this way for the bad faith intentional
8 purpose of affiliating BR2049 and its goodwill with Tesla’s cybercab, over Alcon’s
9 denial of permission and express objections. (“Exhibit C AI Image Generation
10 Alternative Theory 2”.)

11 105. On information and belief, and subject to the need for discovery,
12 Alcon makes the allegations in this paragraph 105: The Presentation Slide 2 Image
13 was generated in the above way or ways by an employee or agent of one or more of
14 WBDI, Tesla (possibly by Adametz or Lili), or even possibly by Musk himself, and
15 this was done with knowledge of the improper nature and purpose of the image
16 generation request. All of the Defendants participated in its creation, and in its
17 display in the presentation at the event, from a WBDI-owned building and studio
18 lot, on WBDI-owned video screens, and otherwise using WBDI-owned technology
19 infrastructure, operated by or in conjunction with Tesla employees, all acting in
20 whole or in part subject to the direction and control of Musk, at least during the
21 time of the event. Defendants all acted with the knowledge and understanding that
22 the X livestream or other equivalent video record of the event would be retweeted,
23 reposted, or otherwise picked up and redistributed tens of thousands or even
24 millions of times across the United States and the world immediately and
25 continuing for days after the event. In any event, all three of WBDI, Tesla and
26 Musk knew and understood the unauthorized nature of the image and the improper
27 purpose behind it, and encouraged or otherwise lent their support to the improper
28 endeavor. In the alternative, as to any and all Defendants who did not so actively

1 participate, such Defendants ratified the conduct and knowingly accepted the
2 benefits of it.

3 106. If there were any doubt that Defendants intended to evoke BR2049
4 with the Presentation Slide 2 Image, Musk erased them with his voiceover
5 comments during the approximately 11 seconds that the infringing Presentation 2
6 Image was completely filling the livestream screen. He said: “You know, I love
7 ‘Blade Runner,’ but I don’t know if we want that future. I believe we want that
8 duster he’s wearing, but not the, uh, not the bleak apocalypse.” The Presentation
9 Slide 2 Image then disappeared and Musk segued to talking about how what we all
10 should want is a happier looking future, and how happy and joyful his vision of
11 cities and highways filled with driverless robot cars will be and why.

12 107. Although Musk said the words “Blade Runner” without the year
13 number (without “2049”), he clearly specifically meant to evoke BR2049 rather
14 than the original 1982 Picture, and he was motivated to do so. The two films are
15 clearly related, but BR2049 has its own distinct brand and secondary meaning, and
16 BR2049’s specific goodwill is far more relevant to Tesla’s and Musk’s cybercab
17 pitch and product.

18 108. Although the 1982 Picture does prominently feature flying car
19 “spinners,” the cars in the 1982 Picture are not shown to be wholly or even
20 partially autonomous, or even shown to employ artificial intelligence themselves in
21 any way. None of the cars in the 1982 Picture play any role as a quasi-sentient
22 companion to the Deckard lead character in the 1982 Picture, like K’s spinner does
23 for K in BR2049. Pointedly, then, if you are a company (or own one) specifically
24 trying to market artificially intelligent, wholly or partially autonomous self-driving
25 cars (as Tesla and Musk are), the 1982 Picture has little or no specifically relevant
26 context. In contrast, BR2049 has extremely relevant context and worldwide
27 goodwill in precisely the areas of artificial intelligence, self-driving capability, and
28 autonomous automotive capability that Tesla and Musk are trying to market.

1 109. Musk did successfully evoke BR2049 specifically, including to
2 consumers and potential car maker and car brand customers of Alcon, and that is
3 true even though Musk only said the words “Blade Runner” without adding the
4 year “2049.” For the reasons detailed in the next paragraphs below, Musk’s act of
5 displaying the Exhibit C Image -- an image of a man in near-silhouette, with close-
6 cropped hair and wearing a duster, while he surveys an orange-light-bathed ruined
7 and abandoned cityscape -- and displaying it for 11 seconds while Musk talks
8 about “Blade Runner” and a specifically “apocalyptic” future – that is all
9 specifically evocative of BR2049, and not of the 1982 Picture.

10 110. While both the 1982 Picture and BR2049 show dystopian urban
11 futures, only BR2049 has a specifically apocalyptic setting. Only BR2049 has an
12 abandoned and ruined city (Las Vegas) that has suffered an event of extreme
13 destruction (the detonation by terrorists of a dirty nuclear device). The ruined Las
14 Vegas is where the most dramatically charged events of the BR2049 story take
15 place (K’s encounter with the long-lost Deckard). The setting has striking color
16 design, cinematography and other visual elements: it is distinctly bathed in
17 “apocalyptic” misty orange light, just like the Presentation Slide 2 Image and
18 which the 1982 Picture does not have in any comparable scene. Throughout
19 BR2049, there also are general references and story elements about civilization
20 having semi-recently suffered a broader, apocalyptic nuclear conflict in the mid-
21 range past, including electromagnetic pulse activity that destroyed many electronic
22 records, making investigation of the past difficult.

23 111. In contrast, the 1982 Picture is set in a dystopian urban landscape of a
24 then-futuristic 2019 Los Angeles, but the 1982 Picture’s setting is specifically not
25 apocalyptic. In the 1982 Picture, there has not been any dirty nuclear device, or
26 nuclear electromagnetic burst which destroyed electronic records, or other
27 apocalyptic destruction that has hit Los Angeles or Las Vegas or any other
28 location. If anything, the urban setting of the 1982 Picture is the opposite of

1 abandoned and ruined: it is overrun with too much ongoing industry and suffering
2 from overpopulation. It is not a stark, lonely, misty, orange, dry, radiated desert
3 ruin like BR2049's Las Vegas or the Presentation Slide 2 Image, but rather is an
4 overcrowded neon urban prison, where the citizens are trapped in constant night
5 plagued by perpetual rain and an ever-present bombardment of consumer
6 advertising. In the 1982 Picture, neither the main character nor anyone else ever
7 goes to any orange-colored post-apocalyptic ruined city or any other such location,
8 in a duster or otherwise. Further, while in BR2049, Deckard is (or was) a "blade
9 runner" who appears in the Picture's Las Vegas Sequence setting, he never wears a
10 duster in BR2049 at all: Musk's voiceover reference to a blade runner wearing a
11 duster in a post-apocalyptic setting while directing the audience to the Presentation
12 Slide 2 Image/Exhibit C, can only be a reference to K (not Deckard).

13 112. Musk thus very clearly meant specifically to evoke to the audience
14 including actual and potential purchasers and the consuming public, not the 1982
15 Picture, but rather BR2049 and everything that goes with it -- including artificially
16 intelligent autonomous cars like the Tesla cybercab being pitched at the event. He
17 successfully did.

18 113. Any argument that Musk and his co-Defendants only meant to talk
19 broadly about the general idea of science fiction films and undesirable apocalyptic
20 futures and juxtaposing them with Musk's ostensibly happier robot car future
21 vision, and that they just used BR2049 by chance, without conscious awareness of
22 and intent to appropriate BR2049's special secondary meaning in the context of
23 trying to sell artificially autonomous cars, is not credible.

24 114. First, as detailed in foregoing paragraphs, there is a clear record that
25 WBDI and Tesla were specifically interested in BR2049, as late as mere hours
26 before the event, and not just any BR2049 Image, but the Exhibit A Image
27 prominently featuring K's artificially intelligent autonomously capable spinner.

28 ///

1 115. Second, if Musk by his presentation was only trying to use an
2 exemplary science fiction movie to make a rhetorical point, there were much better
3 choices actually in the WBDI library (or the library of WBDI's subsidiary, Warner
4 Bros.) for Musk to reference, given what his point ostensibly was. Musk's
5 ostensible point was "science fiction film futures look bleak and not thinking
6 enough about transportation technology risks that kind of apocalyptic future; I can
7 help us do better with my cybercabs, but you must actively choose to do that and
8 take action about it." If that was really the only point he was trying to make and
9 his only aim, there are better films actually in the WBDI library (or the library of
10 WBDI's subsidiary, Warner Bros.) to make that point and hit that mark.

11 116. Every single one of the five "Mad Max" movies in WBDI's (or its
12 subsidiary Warner Bros.'s) motion picture library ("Mad Max," "The Road
13 Warrior," "Mad Max Beyond Thunderdome," "Fury Road," and "Furiosa: A Mad
14 Max Saga") deals far more specifically than BR2049 with that ostensible message.
15 Every one of the Mad Max movies is set in an apocalyptic future where gas-
16 powered, non-autonomous vehicles not only played a part in bringing about
17 civilization's end (wars over oil), but where gasoline and gas-powered non-
18 autonomous cars continue to be what the remaining humans fight with and about in
19 the post-apocalyptic wasteland. Any of those "Mad Max" movies in the WBDI
20 library (or the library of WBDI's subsidiary, Warner Bros.) thus would have made
21 much more sense to use, if the true purpose of referencing a specific film was to
22 make a rhetorical point.

23 117. The entire opening and its forced references to science fiction films
24 generally was never really for Musk to make a rhetorical point, though. Franz's
25 and Musk's Hollywood film rhetoric was just a contrivance for something else
26 more economically valuable to the Defendants. The WBDI lot location, and
27 especially the strained science fiction film references, were all clearly an
28 intentional effort to affiliate Tesla and its cybercab with Hollywood brands, and at

1 a time when Musk and Tesla are on the outs with Hollywood creatives and brands.
2 It was all about appropriating desirable Hollywood associations, and if possible,
3 Hollywood associations with special resonance to artificial intelligence and
4 strikingly-designed autonomous cars.

5 118. The “Mad Max” movies are great, and so are many other dystopian-
6 future or apocalyptic-future movies actually in WBDI’s library (or the library of
7 WBDI’s subsidiary Warner Bros. Pictures). But those movies don’t have massive
8 consumer goodwill specifically around really cool-looking (Academy Award-
9 winning) artificially intelligent, autonomous cars. BR2049 does. It was the best
10 and most relevant film brand for Tesla to appropriate, or one of the best.

11 119. The art of advertising is at least partially about choosing expressive
12 levers that will quickly and effectively move the audience emotionally,
13 psychologically, and/or intellectually into a state where the seller can more easily
14 influence them to do the thing or things the seller wants them to do. For example,
15 in the Honda Del Sol car advertisements that were the subject of *Metro-Goldwyn-*
16 *Mayer, Inc. v. American Honda Motor Co., Inc.*, 900 F.Supp. 1287 (C.D. Cal.
17 1995), Honda evoked MGM’s James Bond character and other elements of the
18 James Bond movies, because by doing so, Honda moved the Del Sol into a well-
19 developed world of glamor, adventure, sex and danger – James Bond’s world. The
20 message Honda was going for seems likely to have been something like, “by a
21 Honda Del Sol and your life will be more exciting.” Honda could have just said
22 that. But, it was likely more effective and much more nuanced, and sending many
23 more channels of messaging, to appropriate elements of James Bond – a property
24 someone else had already spent huge resources to develop and maintain.

25 120. Here, especially when the entire context of the “We Robot”
26 presentation is considered, part of Musk’s and Tesla’s goal was to try to convince
27 the audience at the outset of the presentation that the decision that the presentation
28 was going to put to them (whether or not to buy or bet on Musk’s and Tesla’s

1 artificially intelligent car products) was urgent and critical to the future of joint
2 human/AI civilization. Musk also wanted to instill a mood not only of curiosity,
3 but also of fear, anxiety and urgency. He also wanted strongly to suggest that there
4 are right and wrong answers to the question, leading to good futures and bad
5 futures (and that doing what Musk wants leads to the good futures).

6 121. None of those themes or moods are themselves protectable by any
7 intellectual property law. But what Musk did was use the lever of BR2049's
8 protectable elements as Musk's specific vehicle of expression to communicate
9 those themes and moods, to move his audience into the emotional space Musk
10 wanted the audience to be in for the presentation. Whether or not Musk intended
11 that, it was the objective effect. That infringed Alcon's copyright in the Picture.

12 122. Defendants' conduct also violated the Lanham Act, creating actual
13 confusion or a likelihood of it in the relevant marketplaces, about BR2049
14 branding, including Alcon's marketing efforts with potential auto brand partners on
15 the *Blade Runner 2099* television series, among other marketplace confusion and
16 brand damage. Alcon needs relief.

17 **FIRST CLAIM FOR RELIEF**

18 ***Direct Copyright Infringement in Violation of 17 U.S.C. § 501, et seq.***

19 ***Against Defendants WBDI, Tesla and Musk***

20 123. Plaintiff repeats, re-alleges and incorporates herein by reference each
21 and every allegation set forth in all of the foregoing paragraphs, and in each
22 paragraph of this Complaint hereafter, as if set forth herein in full.

23 124. To the extent any of the allegations or theories in this First Claim for
24 Relief are inconsistent with other allegations or theories pled in this Complaint,
25 they are pled in the alternative.

26 125. Plaintiff is the author and copyright owner of the motion picture
27 "Blade Runner 2049," registered with the United States Copyright Office on

28 ///

1 October 6, 2017, registration number PA0002056792. That is the registered
2 infringed work.

3 126. Defendants Tesla and Musk created at least two infringing works: 1)
4 Exhibit C/Presentation Slide 2; and 2) the recorded October 10, 2024 “We Robot”
5 presentation (a copy of which recording is in the record of the action as Exhibit 2 to
6 the February 4, 2025 Omnibus Declaration of Chris Marchese) (“We Robot
7 Work”). The specifically infringing portions of the We Robot Work are the
8 approximately 11 seconds at the opening of the presentation where the Exhibit
9 C/Presentation Slide 2 is displayed and Musk’s accompanying voiceover.

10 127. Defendant Tesla and Musk are direct infringers, in that they violated
11 Plaintiff’s exclusive rights in BR2049 in each of the following ways, with the
12 conduct alleged constituting both actual copying and unlawful appropriation in each
13 instance. Defendant WBDI is a direct infringer in that the violation of Alcon’s
14 public display rights as alleged in this FAC and paragraph 127f below was
15 conducted on, and transmitted over, WBDI-owned or WBDI-controlled property,
16 infrastructure and systems (specifically including WBDI livestreaming
17 infrastructure systems):

- 18 a. Violation of Reproduction Right, 17 U.S.C. § 106(1). Defendants
19 Musk and Tesla infringed this exclusive right of Alcon by the conduct
20 alleged in paragraph 103 in this FAC: literal copying of the entirety of
21 BR2049 or of protectable elements of BR2049 such as still images like
22 those in Exhibits A and B, or a partial videorecording of BR2049, to an
23 AI image generator. These allegations are made on the same
24 information and belief and alternative pleading theory basis as set forth
25 in paragraph 103.
- 26 b. Violation of Reproduction Right, 17 U.S.C. § 106(1). Defendants
27 Musk and Tesla infringed this exclusive right of Alcon by the conduct
28 alleged in paragraph 104 in this FAC: literal copying of an

1 unauthorized derivative work (the allegedly “licensed image”
2 referenced in Exhibit C AI Image Generation Alternative Theory 2),
3 which itself was generated by literal copying of the entirety of BR2049
4 or of protectable elements of BR2049 such as still images like those in
5 Exhibits A and B, or a partial videorecording of BR2049, to an AI
6 image generator. These allegations are made on the same information
7 and belief and alternative pleading theory basis as set forth in paragraph
8 104.

9 c. Violation of Reproduction Right, 17 U.S.C. § 106(1). Under the law of
10 the Ninth Circuit as usually interpreted, all of the violations of Alcon’s
11 right to prepare derivative works are also necessarily violations of
12 Alcon’s reproduction rights.

13 d. Violation of Right to Prepare Derivative Works, 17 U.S.C. § 106(2).
14 The Exhibit C/Presentation Slide 2 Image is an unauthorized derivative
15 work of BR2049, which impermissibly incorporates at least the
16 following protected elements of BR2049 (as the protected elements are
17 detailed in paragraph 71 of this FAC): i) the character K; ii) Urgent
18 Human-AI Decision Point Theme; iii) Mood of Anxiety, Fear and
19 Urgency, and specifically about the Human-AI Decision Point; iv)
20 Setting as alleged in paragraph 71e of this FAC; and v) Combination of
21 Elements, as alleged in paragraph 71f of this FAC. See paragraphs 99-
22 121 of this FAC. Alcon further alleges that the Exhibit C/Presentation
23 Slide 2 Image must be treated as an unauthorized derivative work,
24 because Musk by his commentary during the We Robot event and in
25 the We Robot Work effectively represents to the audience that it is
26 either itself a protected still image of BR2049, or a derivative work of
27 BR2049, and that Defendants should therefore be estopped to contend
28 otherwise. *Id.*

1 e. Violation of Right to Prepare Derivative Works, 17 U.S.C. § 106(2).

2 The We Robot Work is an unauthorized derivative work of BR2049,
3 which impermissibly incorporates at least the following protected
4 elements of BR2049 (as the protected elements are detailed in
5 paragraph 71 of this FAC): i) the character K; ii) Urgent Human-AI
6 Decision Point Theme; iii) Mood of Anxiety, Fear and Urgency, and
7 specifically about the Human-AI Decision Point; iv) Setting as alleged
8 in paragraph 71e of this FAC; and v) Combination of Elements, as
9 alleged in paragraph 71f of this FAC; and vi) incorporation of Exhibit
10 C/Presentation Slide 2 into the work. See paragraphs 99-121 of this
11 FAC. Alcon further alleges that the We Robot Work must be treated as
12 an unauthorized derivative work, because Musk by his commentary
13 during the We Robot event and in the We Robot Work effectively
14 represents to the audience that the Exhibit C/Presentation Slide 2 Image
15 incorporated into the We Robot Work is either itself a protected still
16 image of BR2049, or a derivative work of BR2049, and that
17 Defendants should therefore be estopped to contend otherwise. *Id.*

18 f. Violation of Right to Display Work Publicly, 17 U.S.C. § 106(5). The
19 display of Exhibit C/Presentation Slide 2 Image at the live We Robot
20 Event and during the livestream of the event in the United States
21 violated Alcon's public display rights in BR2049 and its protected
22 elements, and all three Defendants have direct infringement liability.
23 Musk and Tesla actively conducted the event resulting in the display,
24 paragraphs 99-121, and the display occurred over WBDI-owned or -
25 controlled systems, *see* paragraph 105.

26 128. Alcon alleges and contends that where substantial similarity analysis is
27 required, Defendants' acts of infringement above as to the character K are subject to
28 the "story being told," distinct delineation, and/or bodily appropriation tests

1 applicable to characters, and that the character K satisfies them. Alcon further
2 alleges and contends that the element of Setting as described in paragraph 71e is an
3 original location that is also subject to, or should be subject to, these same tests, and
4 that the Setting as described in paragraph 71e satisfies them. *See, e.g.*, K. Wright,
5 Note, “Blueprints of Character: Applying the Distinct Delineation Test and
6 Character Copyright Protection to Original Literary Places,” 43 AIPLA Q.J. 221
7 (Winter 2015).

8 129. The foregoing acts of Defendants WBDI, Tesla and Musk infringed
9 upon the exclusive rights granted to Alcon under 17 U.S.C. § 106 to reproduce,
10 create derivative works, display, distribute and publicly perform BR2049 and its
11 protectible elements. Such actions and conduct constitute copyright infringement in
12 violation of 17 U.S.C. § 501, *et seq.*

13 130. Plaintiff has complied with 17 U.S.C. §§ 101, *et seq.* and secured and
14 registered the exclusive rights and privileges in and to the copyrights of the above-
15 referenced work in accordance with 17 U.S.C. § 408.

16 131. Plaintiff suffered damages as a result of Defendants’ unauthorized use
17 of BR2049 and its protectible elements.

18 132. Plaintiff is entitled to temporary, preliminary and/or permanent
19 injunctive relief, pursuant to 17 U.S.C. § 502(a).

20 133. Pursuant to 17 U.S.C. § 503 and its subdivisions, Plaintiff is entitled to
21 impoundment of all materials used to achieve the infringement, and records
22 documenting Defendants’ exploitation of their infringements, including without
23 limitation all materials used by Defendants or any image generation tool employed
24 by them to generate the Presentation Slide 2 Image.

25 134. Plaintiff is entitled to recover and seeks its actual damages and any
26 additional profits of Defendants WBDI, Tesla and Musk attributable to the
27 infringements, under 17 U.S.C. § 504(b).

28 ///

1 135. Plaintiff also is entitled to elect to recover and seek statutory damages
2 under 17 U.S.C. §§ 512 and 504(c), in an amount of not less than \$750 or more than
3 \$30,000 per infringement of BR2049. Furthermore, Plaintiff is informed and
4 believes and on that basis alleges that Defendants' acts of copyright infringement, as
5 alleged above, were willful, intentional, and malicious. Such acts subject
6 Defendants to liability for statutory damages under Section 504(c)(2) of the
7 Copyright Act in the sum of up to \$150,000 per infringement.

8 136. Within the time permitted by law, Plaintiff will make its election
9 between actual damages and profit disgorgement, or statutory damages.

10 137. Plaintiff also is entitled to a discretionary award of attorney fees under
11 17 U.S.C. § 505.

12 138. Plaintiff seeks or reserves the right to seek any or all of the above forms
13 of relief, in addition to prejudgment interest to the extent legally available and
14 Plaintiff's costs.

15 **SECOND CLAIM FOR RELIEF**

16 ***Vicarious Copyright Infringement in Violation of 17 U.S.C. § 501, et seq.***

17 ***Against Defendants WBDI, Tesla and Musk***

18 139. Plaintiff repeats, re-alleges and incorporates herein by reference each
19 and every allegation set forth in all of the foregoing paragraphs, and each
20 paragraph of this Complaint hereafter, as if set forth herein in full.

21 140. To the extent any of the allegations or theories in this Second Claim
22 for Relief are inconsistent with other allegations or theories pled in this Complaint,
23 they are pled in the alternative.

24 141. If Defendants WBDI, Tesla and Musk are not each liable as direct
25 infringers of BR2049, they are secondarily liable for the infringements directly
26 committed by individual agents, contractors, or other infringers presently unknown
27 (the "Direct Infringers") under the vicarious infringement doctrine.

28 ///

1 142. Defendants WBDI, Tesla and Musk had the right and ability to
2 supervise the infringing activity that all the Direct Infringers committed. The facts
3 and circumstances of the event make clear that at the very least Tesla and Musk
4 could have refrained from creating Exhibit C/Presentation Slide 2 Image or
5 including it in the We Robot Presentation or told their agents, employees or
6 contractors not to include it. Defendant WBDI was using its shared services
7 licensing department to perform clearance work for the presentation at least related
8 to film references. Plaintiff is thus informed and believes and on that basis, and
9 subject to the need for discovery, alleges that WBDI had the right and ability to tell
10 the Direct Infringers that their infringing conduct was not acceptable and could not
11 be part of the presentation. Plaintiff is specifically informed and believes and
12 thereon alleges that the issue of whether or not Musk and Tesla should be allowed
13 to use any aspect of the BR2049 property in the event and whether WBDI should
14 do anything to stop them from doing so was raised internally at WBDI to a very
15 high level WBDI executive, such that WBDI was actively aware of the issue, and
16 did nothing to stop it. To the extent that the Direct Infringers were individual
17 agents, employees or contractors of WBDI, or of one or more subsidiaries of
18 WBDI over which WBDI exercised actual or practical control, then WBDI plainly
19 had the right and ability to supervise the Direct Infringers' infringing conduct.

20 143. Defendants obtained some direct financial benefit from the
21 infringement of Plaintiff's rights in BR2049 by the Direct Infringers.

22 144. With respect to Musk and Tesla, the Direct Infringements allowed the
23 inclusion of the 11 seconds of infringing material in the We Robot presentation and
24 We Robot Work, and featured sufficiently prominently in the We Robot
25 presentation, and still does in the We Robot Work, that it constitutes part of the
26 draw intentionally being used by Musk and Tesla to sell cars and the Company. In
27 that regard, Plaintiff incorporates the allegations of the FAC's paragraphs 8-13, 44-
28 47, 93-98 and 104-121.

1 145. Plaintiff further alleges that Musk similarly believed that the BR2049
2 reference and affiliation would increase consumer interest in Tesla cybercabs, and
3 that Tesla would sell more of them or experience more pre-orders for them. Musk is
4 not only the largest shareholder in Tesla, but his compensation as CEO is directly
5 tied to the Tesla stock price, as a substantial portion of Musk's compensation is
6 grants of equity in Tesla. Musk thus believed he would directly benefit financially
7 from the infringement.

8 146. As for WBDI, Plaintiff is informed and believes and on that basis
9 alleges, subject to the need for discovery, whether it was a formal brand affiliation
10 right built into the WBDI-Tesla event agreement contract(s) or not, Musk and
11 Tesla's belief that they would be able to use one or more Hollywood motion picture
12 properties in the library of WBDI's subsidiary Warner Bros., at no extra meaningful
13 charge, was part of the draw for Musk and Tesla to agree to make the payments that
14 Tesla contracted to make to WBDI for the event. Further, Plaintiff is informed and
15 believes and on that basis, and subject to the need for discovery, alleges that Musk
16 and Tesla (inaccurately) believed that one of the motion pictures they could use in
17 this way and that WBDI could cause to be provided in this way, and indeed the one
18 which they saw as the most desirable, was BR2049. Based on past actual brand
19 affiliation contracts for automotive partners on BR2049, Tesla likely would have
20 had to make significant expenditures – at least in the mid-six-figures (at least
21 \$500,000) and possibly into the eight figures (\$10 million or more) to obtain a
22 BR2049 brand affiliation with Tesla and the cybercab at market value, if Alcon had
23 even been willing to do it at all. Thus, that Musk and Tesla believed that they were
24 going to get it essentially for free, as a throw-in to the event agreement, was a draw
25 to Musk and Tesla for the money that they agreed to pay to WBDI for the event.

26 147. With respect to WBDI, further and similarly, Plaintiff is informed and
27 believes and on that basis, and subject to the need for discovery, alleges that the
28 event contract between WBDI and Tesla, included either a formal or informal co-

1 promotional or brand affiliation element, and that prior to October 10, 2024, Tesla
2 and Musk believed and relied on (inaccurately) that WBDI could deliver a brand
3 affiliation with BR2049. Plaintiff is informed and believes and on that basis, and
4 subject to the need for discovery, alleges that when Tesla and Musk learned that was
5 not true or not the same situation as they had believed, WBDI had a financial
6 incentive to avoid any claims of breach of contract or adjustment of the contract
7 price, and one way to do that was essentially to allow the fudging (questionable
8 manipulation) of the situation by either suggesting, encouraging, or knowingly
9 allowing Tesla and Musk's generation of and use of and conduct of the Exhibit
10 C/Presentation Slide 2 Image and 11 infringing seconds of the We Robot
11 presentation.

12 148. Accordingly, all Defendants had an incentive to permit infringement by
13 the Direct Infringers.

14 149. The foregoing acts of Defendants WBDI, Tesla and Musk infringed
15 upon the exclusive rights granted to Alcon under 17 U.S.C. § 106 to reproduce,
16 create derivative works, and publicly display BR2049 and its protectible elements.
17 Such actions and conduct constitute copyright infringement in violation of 17 U.S.C.
18 § 501, *et seq.*

19 150. Plaintiff has complied with 17 U.S.C. §§ 101, *et seq.* and secured and
20 registered the exclusive rights and privileges in and to the copyrights of the above-
21 referenced work in accordance with 17 U.S.C. § 408.

22 151. Plaintiff suffered damages as a result of Defendants' unauthorized use
23 of BR2049 and its protectible elements.

24 152. Plaintiff is entitled to temporary, preliminary and/or permanent
25 injunctive relief, pursuant to 17 U.S.C. § 502(a).

26 153. Pursuant to 17 U.S.C. § 503 and its subdivisions, Plaintiff is entitled to
27 impoundment of all materials used to achieve and records documenting Defendants'
28 exploitation of, their infringements, including without limitation all materials used

1 by Defendants or any image generation tool employed by them to generate the
2 Presentation Slide 2 Image.

3 154. Plaintiff is entitled to recover and seeks its actual damages and any
4 additional profits of Defendants WBDI, Tesla and Musk attributable to the
5 infringements, under 17 U.S.C. § 504(b).

6 155. Plaintiff also is entitled to elect to recover and seeks statutory damages
7 under 17 U.S.C. §§ 512 and 504(c), in an amount of not less than \$750 or more than
8 \$30,000 per infringement of BR2049. Furthermore, Plaintiff is informed and
9 believes and on that basis alleges that Defendants' acts of copyright infringement, as
10 alleged above, were willful, intentional, and malicious. Such acts subject
11 Defendants to liability for statutory damages under Section 504(c)(2) of the
12 Copyright Act in the sum of up to \$150,000 per infringement.

13 156. Within the time permitted by law, plaintiff will make its election
14 between actual damages and profit disgorgement, or statutory damages.

15 157. Plaintiff also is entitled to a discretionary award of attorney fees under
16 17 U.S.C. § 505.

17 158. Plaintiff seeks or reserves the right to seek any or all of the above forms
18 of relief, in addition to prejudgment interest to the extent legally available and
19 Plaintiff's costs.

20 **THIRD CLAIM FOR RELIEF**

21 ***Contributory Copyright Infringement in Violation of 17 U.S.C. § 501, et seq.***

22 ***Against Defendants WBDI, Tesla and Musk***

23 159. Plaintiff repeats, re-alleges and incorporates herein by reference each
24 and every allegation set forth in all of the foregoing paragraphs, and each
25 paragraph of this Complaint hereafter, as if set forth herein in full.

26 160. To the extent any of the allegations or theories in this Third Claim for
27 Relief are inconsistent with other allegations or theories pled in this Complaint,
28 they are pled in the alternative.

1 161. If Defendants WBDI, Tesla and Musk are not individually liable as
2 direct infringers of BR2049, they are secondarily liable for the infringements
3 committed by the Direct Infringers under the contributory infringement doctrine.

4 162. Defendants WBDI, Tesla and Musk had, or should have had,
5 knowledge of the infringements of the Direct Infringers. Tesla and Musk plainly
6 intentionally included the Exhibit C/Presentation Slide 2 Image in the October 10,
7 2024 Tesla presentation, and they could plainly see that it was not an actual still
8 image from BR2049, but rather a stylized copy likely to found infringing. They
9 also all knew that Alcon had refused permission to use BR2049 or any of its
10 elements in the presentation or in connection with it. Defendant WBDI was using
11 its shared services licensing department to perform clearance work for the
12 presentation at least related to motion picture references. Plaintiff is informed and
13 believes and on that basis and subject to the need for discovery alleges that if
14 WBDI or its personnel were not Direct Infringers, WBDI's shared services
15 licensing clearance department was at least being shown image options, including
16 viewing the proposed Exhibit C/Presentation Slide 2 Image in advance of the event,
17 and thus knew about the infringement.

18 163. Defendants WBDI, Tesla and Musk either materially contributed to or
19 induced the infringements. Tesla and Musk materially contributed to the direct
20 infringements by including the Exhibit C/Presentation Slide 2 in Musk's
21 presentation. Plaintiff is informed and believes and on that basis and subject to the
22 need for discovery alleges that Musk was determined specifically to reference
23 BR2049 and an image from it in the presentation, and his determination induced
24 the direct infringements by the Direct Infringers of creating the infringing
25 Presentation Slide 2 Image. Defendant WBDI materially contributed to the direct
26 infringements at the very least in that the event display, distribution and public
27 performance aspects of the infringement occurred at WBDI's Burbank, California
28 studio lot, and with the use and support of WBDI's facilities and technology.

1 Plaintiff is informed and believes and on that basis, and subject to the need for
2 discovery, alleges that WBDI induced the infringement by convincing or
3 encouraging the Direct Infringers and Tesla and Musk that Alcon's denial of any
4 BR2049 permissions could be circumvented by generation and use of an AI-
5 generated copy of iconic BR2049 imagery, as Alcon alleges the Presentation Slide
6 2 Image to be.

7 164. The foregoing acts of Defendants WBDI, Tesla and Musk infringed
8 upon the exclusive rights granted to Alcon under 17 U.S.C. § 106 to reproduce,
9 create derivative works, display, distribute and publicly perform BR2049 and its
10 protectible elements. Such actions and conduct constitute copyright infringement in
11 violation of 17 U.S.C. § 501, *et seq.*

12 165. Plaintiff has complied with 17 U.S.C. §§ 101, *et seq.* and secured and
13 registered the exclusive rights and privileges in and to the copyrights of the above-
14 referenced work in accordance with 17 U.S.C. § 408.

15 166. Plaintiff suffered damages as a result of Defendants' unauthorized use
16 of BR2049 and its protectible elements.

17 167. Plaintiff is entitled to temporary, preliminary and/or permanent
18 injunctive relief, pursuant to 17 U.S.C. § 502(a).

19 168. Pursuant to 17 U.S.C. § 503 and its subdivisions, Plaintiff is entitled to
20 impoundment of all materials used to achieve and records documenting Defendants'
21 exploitation of, their infringements, including without limitation all materials used
22 by Defendants or any image generation tool employed by them to generate the
23 Presentation Slide 2 Image.

24 169. Plaintiff is entitled to recover and seeks its actual damages and any
25 additional profits of Defendants WBDI, Tesla and Musk attributable to the
26 infringements, under 17 U.S.C. § 504(b).

27 170. Plaintiff also is entitled to elect to recover and seeks statutory damages
28 under 17 U.S.C. §§ 512 and 504(c), in an amount of not less than \$750 or more than

1 \$30,000 per infringement of BR2049. Furthermore, Plaintiff is informed and
2 believes and on that basis alleges that Defendants' acts of copyright infringement, as
3 alleged above, were willful, intentional, and malicious. Such acts subject
4 Defendants to liability for statutory damages under Section 504(c)(2) of the
5 Copyright Act in the sum of up to \$150,000 per infringement.

6 171. Within the time permitted by law, Plaintiff will make its election
7 between actual damages and profit disgorgement, or statutory damages.

8 172. Plaintiff also is entitled to a discretionary award of attorney fees under
9 17 U.S.C. § 505.

10 173. Plaintiff seeks or reserves the right to seek any or all of the above
11 forms of relief, in addition to prejudgment interest to the event legally available
12 and Plaintiff's costs.

13 **FOURTH CLAIM FOR RELIEF**

14 ***False Affiliation and/or False Endorsement***

15 ***in Violation of 15 U.S.C. § 1125(a)(1)(A) against All Defendants***

16 174. Plaintiff repeats, re-alleges and incorporates herein by reference each
17 and every allegation set forth in all of the foregoing paragraphs, and each
18 paragraph of this Complaint hereafter, as if set forth herein in full.

19 175. To the extent any of the allegations or theories in this Fourth Claim for
20 Relief are inconsistent with other allegations or theories pled in this Complaint,
21 they are pled in the alternative.

22 176. Alcon owns the marks, trade dress and other Lanham Act-protectable
23 interests identified in paragraphs 73-84 (together, "Alcon's Marks"), and has
24 owned since prior to 2024.

25 177. Defendants Tesla and Musk have engaged in false representations
26 which are likely to cause confusion, or to cause mistake, or to deceive as to the
27 affiliation, connection or association of Tesla and Musk with Alcon or as to the
28 sponsorship or approval of Tesla's or Musk's goods, services, or commercial

activities by Alcon.

178. Plaintiff alleges that Tesla and Musk engaged in the following specific conduct that together constituted false statements that constituted false representations of the type described in the foregoing paragraph 177: the conduct and statements made by Tesla and Musk at the October 10, 2024 Tesla-WBDI event as described in paragraphs 85-122 above, and as further distributed and made available to consumers thereafter by the wide dissemination to and ongoing presence and availability of, the We Robot Work to consumers.

179. As alleged in detail in paragraphs 85-122 above, in the about eleven seconds of We Robot presentation on October 10, 2024 which included the Exhibit C/Presentation Slide 2 Image and Musk's accompanying voiceover, Musk and Tesla by their conduct used or evoked all of the following protectable Lanham Act interest of Alcon: a) Alcon's BLADE RUNNER 2049 mark as it is described in paragraph 73; b) Alcon's mark or protectable goodwill in the character K; c) Alcon's protectable trade dress in iconic or recognizable still images from BR2049 such as Exhibit A and the Exhibit B images, specifically generating the Exhibit C/Presentation Slide 2 Image and displaying it with accompanying voiceover by Musk such that it appeared to be either an actual still image from BR2049's Las Vegas Sequence, or a lightly-stylized illustration of K about to enter the irradiated Las Vegas at or near the beginning of the sequence; and d) a protectable combination as alleged in paragraph 76.

180. Pointedly, Alcon's Lanham Act claim is not that Tesla and Musk were using Alcon's marks to market or sell BR2049 itself (reverse passing off), or even that Tesla and Musk violated the Lanham Act just by using a faked still image or faked BR2049 illustration which they held out as an actual BR2049 still image or licensed illustration (passing off, which they did do, also). Rather, the Lanham Act claim is centered around that Musk and Tesla used Alcon's marks and trade dress to advertise cars and a car company. The We Robot presentation was for all intents

1 and purposes a long livestreamed advertisement for Tesla and its products, and it
2 reached a substantial set of the general consuming public in the United States, and
3 of Alcon's potential auto brand partners on BR2049. Alcon is in fact in that
4 business of licensing the BR2049 marks and trade dress to car makers for
5 advertising affiliation.

6 181. Tesla's and Musk's unauthorized use of, and references, to Alcon's
7 BR2049 marks and secondary meaning elements had and have the effect of falsely
8 representing that Tesla's and Musk's goods and services are licensed, sponsored,
9 endorsed, or otherwise authorized by Alcon, and/or is at the very least misleading
10 as to these points, and in a business market (auto brand marketing partnerships on
11 BR2049) in which Alcon is actually an established player.

12 182. Tesla's and Musk's conduct is likely to cause confusion or mistake
13 and to deceive consumers and/or Alcon's relevant actual and potential business
14 partners as to the endorsement, sponsorship, affiliation, connection, or association
15 of Alcon with Tesla's and Musk's services and products. In this context, Alcon's
16 relevant business partners include automotive brands with potential interest in
17 brand affiliations with BR2049, including without limitation with the BR2049-
18 based *Blade Runner 2099* television series currently in production by Alcon. They
19 also include business partners in the Hollywood talent pool market where Alcon is
20 active on an everyday basis, and which Hollywood talent pool market generally is
21 less likely to deal with Alcon, or parts of the market may be, if they believe or are
22 confused as to whether, Alcon has an affiliation with Tesla or Musk.

23 183. Tesla and Musk engaged in the above conduct intentionally and in bad
24 faith, conspiring to and then executing a fraudulent scheme falsely to create a
25 purported justification or excuse to feature Alcon's BR2049 prominently at the
26 outset of Tesla's and Musk's cybercab product reveal presentation, and without
27 paying Alcon any fee for doing so, for the purpose of using BR2049's goodwill to
28 increase the interest level and cache of the new Tesla product pitch and product.

1 184. All of the foregoing false endorsement uses of Alcon's BR2049 marks
2 and goodwill were commercial speech, and not subject to any defense predicated
3 on the nature of the use being a non-commercial use or non-commercial speech.
4 Specifically, some or all of Tesla's and Musk's speech was either (a) core
5 commercial speech in that it proposes a commercial transaction, or in the
6 alternative, (b) was nonetheless commercial for purposes of false endorsement law
7 and Plaintiff's claims herein, in that the communications were advertisements,
8 made reference to a specific product, and the speaker had an economic motivation
9 for the communication, all within the meaning of *Bolger v. Youngs Drugs Products*
10 *Corp.*, 463 U.S. 60 (1983) and its progeny.

11 185. As a direct and proximate result of Tesla's and Musk's wrongful
12 actions, Alcon has suffered damages in an amount to be proven at trial, but in
13 excess of the jurisdictional minimum.

14 186. Alcon further alleges that Tesla's and Musk's unauthorized use of
15 Alcon's BR2049 marks and secondary meaning elements will continue unless and
16 until Tesla and Musk are enjoined. Alcon has no adequate remedy at law to
17 prevent Tesla and Musk from continuing to wrongfully violate Alcon's rights, and
18 Alcon will suffer irreparable harm unless Defendants are enjoined from continuing
19 their wrongful conduct.

20 187. Plaintiff is informed and believes and on that basis alleges that if
21 afforded a reasonable opportunity for discovery, discovery will show that
22 Defendant WBDI aided and abetted Tesla's and Musk's Lanham Act violations
23 described herein, including in that WBDI aided, encouraged and/or lent meaningful
24 support to Tesla and Musk before, during or after Tesla's and Musk's violations,
25 and with knowledge by WBDI that the acts by them were improper. In that regard,
26 Alcon specifically refers to the allegations in paragraphs 34, 85-98 and 105.

27 188. Defendants all had actual knowledge of the wrongfulness of their
28 conduct and the high probability that such acts would cause injury and/or damage

1 to Plaintiff. Despite their knowledge, Defendants intentionally pursued their
2 course of conduct, resulting in injury or damage to Plaintiff.

3 **Prayer for Relief**

4 WHEREFORE, Plaintiff prays judgment be entered in its favor and against
5 Defendants, and each of them, as follows:

6 1. On the First Claim for Relief for Copyright Infringement:

- 7 a. For a preliminary and permanent injunction against Defendants and
8 anyone working in concert with them from further copying, displaying,
9 distributing, selling, or offering to sell BR2049 or protectible elements
10 thereof in connection with Tesla or Musk, or making derivative works
11 thereof for such purposes.
- 12 b. As permitted under 17 U.S.C. § 503, for impoundment of all copies of
13 the Exhibit C/Presentation Slide 2 Image and We Robot Work and
14 underlying materials used in violation of Plaintiff's copyrights—
15 including digital copies or any other means by which they could be
16 used again by the Defendants without Plaintiff's authorization—as well
17 as all related records and documents.
- 18 c. For actual damages and all profits that Defendants derived from the
19 unauthorized use of BR2049 or, where applicable and at Plaintiff's
20 election, statutory damages.
- 21 d. For an award of attorneys' fees.
- 22 e. For an award of pre-judgment interest as allowed by law.
- 23 f. For costs of suit.
- 24 g. For such further relief as the Court deems just and proper.

25 2. On the Second Claim for Relief for Vicarious Copyright Infringement:

- 26 a. For a preliminary and permanent injunction against Defendants and
27 anyone working in concert with them from further copying, displaying,
28 distributing, selling, or offering to sell BR2049 or protectible elements

thereof in connection with Tesla or Musk, or making derivative works thereof for such purposes.

- b. As permitted under 17 U.S.C. § 503, for impoundment of all copies of the Exhibit C/Presentation Slide 2 Image, We Robot Work, and underlying materials used in violation of Plaintiff's copyrights—including digital copies or any other means by which they could be used again by the Defendants without Plaintiff's authorization—as well as all related records and documents.
- c. For actual damages and all profits that Defendants derived from the unauthorized use of BR2049 or, where applicable and at Plaintiff's election, statutory damages.
- d. For an award of attorneys' fees.
- e. For an award of pre-judgment interest as allowed by law.
- f. For costs of suit.
- g. For such further relief as the Court deems just and proper.

3. On the Third Claim for Relief for Contributory Copyright Infringement:

- a. For a preliminary and permanent injunction against Defendants and anyone working in concert with them from further copying, displaying, distributing, selling, or offering to sell BR2049 or protectible elements thereof in connection with Tesla or Musk, or making derivative works thereof for such purposes.
- b. As permitted under 17 U.S.C. § 503, for impoundment of all copies of the Exhibit C/Presentation Slide 2 Image, We Robot Work, and underlying materials used in violation of Plaintiff's copyrights—including digital copies or any other means by which they could be used again by the Defendants without Plaintiff's authorization—as well as all related records and documents.
- c. For actual damages and all profits that Defendants derived from the

1 unauthorized use of BR2049 or, where applicable and at Plaintiff's
2 election, statutory damages.

3 d. For an award of attorneys' fees.

4 e. For an award of pre-judgment interest as allowed by law.

5 f. For costs of suit.

6 g. For such further relief as the Court deems just and proper.

7 4. On the Fourth Claim for Relief (False Endorsement in Violation of 15 U.S.C.
8 § 1125(a)(1)(A))

9 1. For injunctive relief, including without limitation for an order mandating
10 that Defendants cease any further promotional or advertising use of
11 BR2049; that Defendants place a corrective notice or disclaimer on the We
12 Robot Work and all copies thereof putting viewers on notice that the
13 portions of the event referencing BR2049 false and misleading and that
14 BR2049 and Alcon have no relationship or affiliation with Tesla, Musk or
15 the cybercab product; and an order mandating that Defendants cease to
16 distribute any further copies of the We Robot Work or event livestream
17 that contains the BR2049 references and Presentation Slide 2.

18 2. For compensatory damages;

19 3. Defendants' profits;

20 4. Attorney fees;

21 5. Costs of suit;

22 6. Prejudgment Interest; and

23 7. Such other and further relief as the Court may deem just and proper.

24 DATED: February 13, 2025 ANDERSON YEH PC

25 Edward M. Anderson

Regina Yeh

26 By 

27 Attorneys for Plaintiff

28 ALCON ENTERTAINMENT, LLC

DEMAND FOR JURY TRIAL

Pursuant to Fed. R. Civ. P. 38, on its claims against Defendants Tesla, Inc. (“Tesla”), Elon Musk (“Musk”), and Warner Bros. Discovery, Inc. (“WBDI”), Plaintiff Alcon Entertainment, LLC hereby demands a trial by jury of all matters triable to a jury.

DATED: February 13, 2025 ANDERSON YEH PC

Edward M. Anderson

Regina Yeh

By



Attorneys for Plaintiff

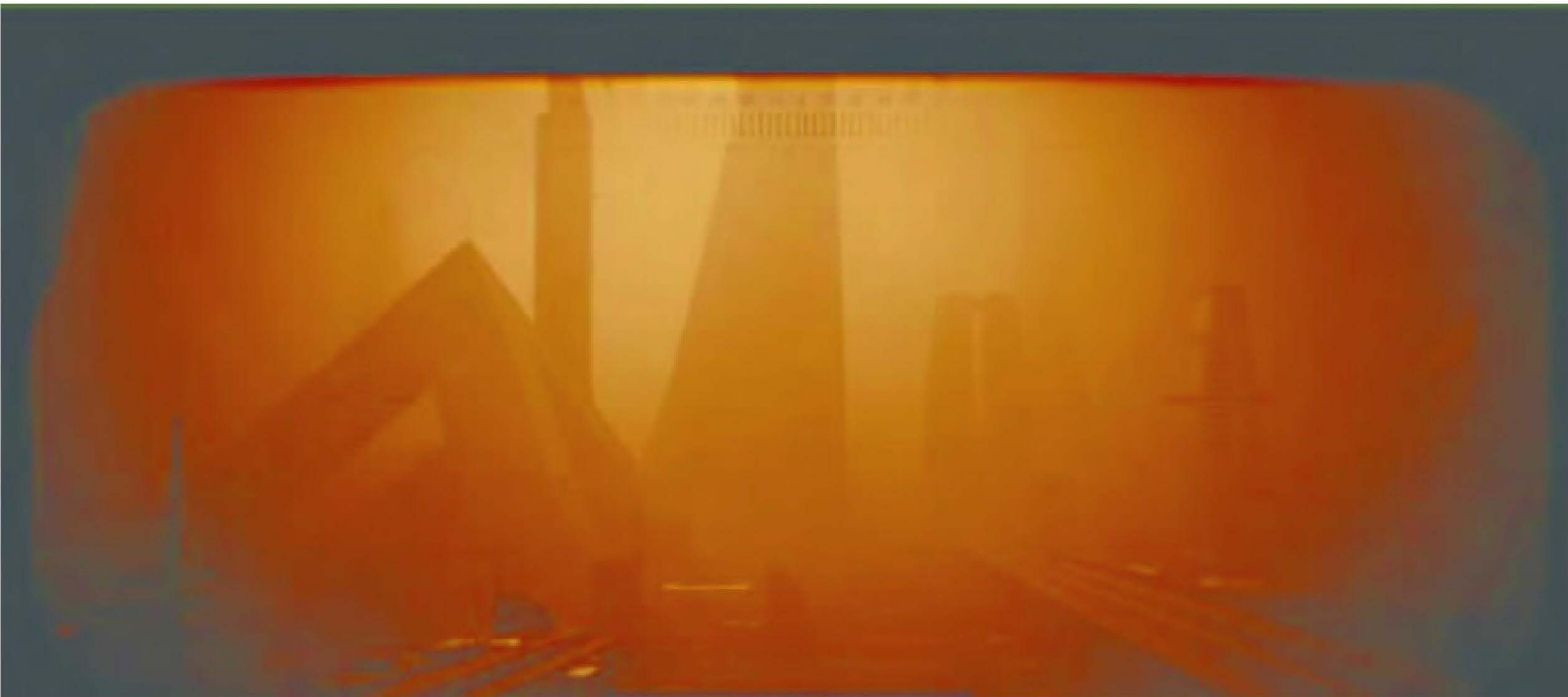
ALCON ENTERTAINMENT, LLC

EXHIBIT A



BR2049 at c. 1:37:55

EXHIBIT B



BR2049 at c. 1:36:53



BR2049 at c. 1:37:28



BR2049 at c. 1:40:48



BR2049 at c. 1:41:08



BR2049 at c. 1:41:12



BR2049 at c. 1:41:42



BR2049 at c. 1:42:37



BR2049 at c. 1:42:49



BR2049 at c. 1:51:39



BR2049 at c. 1:57:21



BR2049 at c. 1:58:20

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EXHIBIT C

